

EXHIBIT I

BROWN AND SCHWANINGER

LAWYERS

1835 K STREET, N.W.

SUITE 650

WASHINGTON, D.C. 20006

DENNIS C. BROWN
ROBERT H. SCHWANINGER, JR.
KATHLEEN A. KAERCHER†
† NOT ADMITTED IN D.C.

(202) 223-8837

GETTYSBURG OFFICE
1270 FAIRFIELD ROAD, SUITE 16
GETTYSBURG, PENNSYLVANIA 17325

November 1, 1994

W. Riley Hollingsworth
Deputy Chief, Licensing Division
Federal Communications Commission
Gettysburg, Pennsylvania 17325

Re: Application Nos. 415367, 415369, 415374, 415382, 415392,
415407, 666464, and 666672

Dear Mr. Hollingsworth:

We represent the radio system interests of James A. Kay, Jr., before the Federal Communications Commission. On behalf of Mr. Kay, we hereby respond to the Commission's letter to Mr. Kay dated October 28, 1994, concerning Mr. Kay's above referenced applications for radio station licenses in the Los Angeles, California, area.

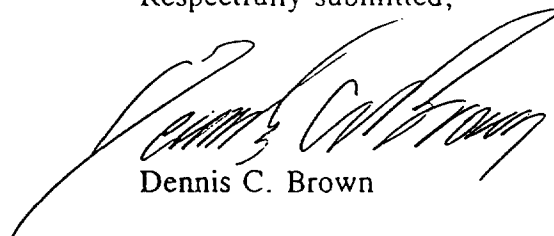
The Commission's October 28 letter stated that the Commission "requires answers to [its] letter to [Mr. Kay] dated January 31, 1994 which requested information to determine whether [Mr. Kay is] qualified to be a Commission licensee." Mr. Kay respectfully submits that the Commission does not require all or some of the information which it requested by its January 31 letter to make a determination that the public interest, convenience and necessity would be served by grant of the above referenced applications. However, for Mr. Kay's response to the Commission's January 31 letter, we respectfully direct your attention to letters which we filed with the Commission on Mr. Kay's behalf dated April 7, May 17, May 26, June 2, and June 30 and August 16, 1994. We also respectfully direct your attention to whatever information concerning Mr. Kay's facilities which you may have received from the United States Forest Service in response to your request to its Tujunga Ranger District dated August 31, 1994.

Section 309(d)(2) of the Communications Act of 1934, as amended, 47 U.S.C. §309(d)(2), provides that "if the Commission for any reason is unable to find that grant of [an] application would be consistent with subsection (a) [of Section 309], it shall proceed as provided in subsection (e)" of Section 309. Subsection (e) of Section 309 requires that

the Commission "formally designate the application for hearing on the ground or reasons then obtaining and shall forthwith notify the applicant and all other known parties of such action and the ground and reasons therefor, specifying with particularity the matters and things in issue but not including issues or requirements phrased generally," 47 U.S.C. §309)(e). In view of the provisions of Section 309 of the Act, we respectfully submit that the threatened dismissal of any of Mr. Kay's above referenced applications because the Commission was not satisfied with his response to its January 31 letter would be contrary to law and a violation of his civil rights. We respectfully submit that if the Commission is unable for any reason to find that grant of any of the above referenced applications would be in the public interest, the Commission is required to designate the application for hearing and give Mr. Kay the required notice.

Mr. Kay would regard any action adverse to his above referenced applications prior to his being afforded the procedural rights provided to him by Section 309 of the Act as a clear violation of his constitutional right to due process of law.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Dennis C. Brown", is written over the typed name. The signature is fluid and cursive, with a large initial "D" and a long, sweeping underline.


Dennis C. Brown

EXHIBIT II

AFFIDAVIT

I, Marc Sobel, am an individual, entirely separate and apart in existence and identity from James A. Kay, Jr. Mr. Kay does not do business in my name and I do not do business in his name. Mr. Kay has no interest in any radio station or license of which I am the licensee. I have no interest in any radio station or license of which Mr. Kay is the licensee. I am not an employer or employee of Mr. Kay, am not a partner with Mr. Kay in any enterprise, and am not a shareholder in any corporation in which Mr. Kay also holds an interest. I am not related to Mr. Kay in any way by birth or marriage.

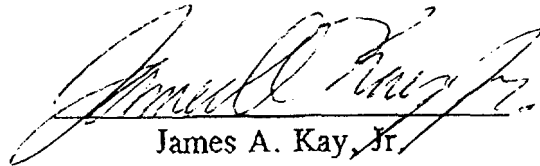
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on Jan 24, 1995.



Marc Sobel

AFFIDAVIT

I declare under penalty of perjury under the laws of the United States that the foregoing Motion to Enlarge, Change, or Delete Issues is true and correct. Executed on June 29, 1995.

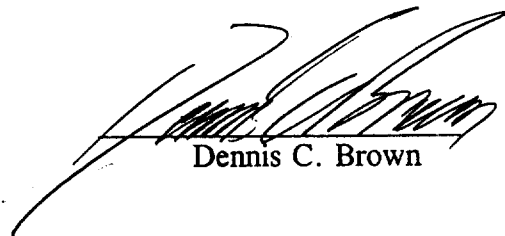

James A. Kay, Jr.

CERTIFICATE OF SERVICE

I hereby certify that on this twenty-fifth day of January, 1995, I served a copy of the foregoing Motion to Enlarge, Change or Delete Issues on each of the following persons by causing to be delivered to their offices a copy thereof:

Gary P. Schonman, Attorney
Federal Communications Commission
Hearing Branch
Mass Media Bureau
Suite 7212
2025 M Street, N.W.
Washington, D.C. 20554

W. Riley Hollingsworth*
Deputy Associate Bureau Chief
Office of Operations
Federal Communications Commission
1270 Fairfield Road
Gettysburg, Pennsylvania 17325



Dennis C. Brown

* By regular mail

ATTACHMENT

Management Agreement

RADIO SYSTEM MANAGEMENT AND MARKETING AGREEMENT

CONFIDENTIAL

This MANAGEMENT AND MARKETING AGREEMENT ("Agreement") is made this 30th day of December, 1994, by and between MARC SOBEL (hereinafter, "Licensee") and JAMES A. KAY, JR. (hereinafter "Agent"). In consideration of the mutual covenants herein contained, the above-named parties (hereinafter "Parties"), agree to the following:

RECITALS

WHEREAS, Licensee holds authority, or possesses such financial interest or control in such authority, granted by the Federal Communications Commission (hereinafter "FCC") to construct and operate 800 MHz band radio facilities in and about the Los Angeles Metropolitan Area, licensed by the FCC under calls signs KNBT299, WNYE761, WNYR424, WPEF529, WNXL471, WPAD685, KRU576, WPCN239, WPCN239, WPCZ354, WPCG780, WNWB334, and WNZS492 (hereinafter, "the Stations"), such that Licensee is the exclusive owner of the license for the Stations, free of all liens and encumbrances, possessing clear and marketable title to said license; and

WHEREAS, the parties desire to make such amendments to their former agreement(s) for the management of and marketing of services from the Stations; and

WHEREAS, Licensee desires to employ Agent as its exclusive marketing agent for the sale of services provided by the Stations to the public and/or all persons eligible to receive services from the Stations; and

WHEREAS, Agent is willing to serve as Licensee's exclusive marketing agent for sales of service from the Stations pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Licensee desires to employ Agent as the exclusive managing agent for the construction, operation and maintenance of the Stations, in accord with the terms and conditions contained herein; and

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[Handwritten signatures]

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WHEREAS, Agent is willing to serve as Licensee's exclusive managing agent for the construction, operation and maintenance of the Stations, in accord with the terms and conditions set forth in this Agreement;

THEREFORE, the Parties agree to be legally bound to the terms and conditions stated herein, including without limitation all warranties, covenants and promises contained herein.

TERMS AND CONDITIONS

- I. Marketing Services To Be Performed. Licensee hereby appoints Agent, and Agent agrees to use its reasonable best efforts to serve as Licensee's sole and exclusive agent for the sale of all services provided by the Stations. Agent may make sales directly or indirectly through arrangements with other persons or firms to perform on behalf of Agent. Agent's duties shall include all administrative and office functions associated with marketing the Stations' services, including but not limited to bookkeeping, billing and collections.

A. All contracts entered into by Agent with third parties for the purpose of Agent's fulfillment of its duties to provide marketing services shall not create any liability in Licensee and performance under such contracts shall be the sole and exclusive responsibility of Agent, except as specifically claimed herein as Licensee's responsibility. Accordingly, the negotiation and execution of any such contracts shall be within the sole and exclusive discretion of Agent. All such contracts which are not set aside by Licensee within ten (10) days of execution, shall be deemed to be ratified by Licensee.

- II. Management Services To Be Performed. The Licensee hereby appoints Agent, and Agent agrees to use its reasonable best efforts to serve as the Licensee's sole and exclusive agent for the management of the Stations' transmitting facilities and associated business. Agent may employ such persons as Agent deems necessary to maintain, operate and manage the Stations directly or indirectly through arrangements with other firms on behalf of Agent. Agent's duties shall include all management functions associated with the operation of the Stations, including but not limited to invoicing of users, collection of payments from users, bookkeeping and accounting processes, disbursement of payments to suppliers of goods and services, and control point operation.

A. All contracts entered into by Agent with third parties for the purpose of Agent's fulfillment of its duties to provide management services shall not create any liability in Licensee and performance under such contracts shall be the sole and exclusive responsibility of Agent. Accordingly, the negotiation and execution of any such contracts shall be within the sole and exclusive discretion of Agent.

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- III. Maintenance Services To Be Provided. Agent shall be the sole and exclusive supplier of all equipment and labor required to maintain and repair the Stations' facilities, employing Agent's reasonable best efforts. Agent may either supply required equipment and labor directly or may supply required equipment and labor through arrangements with other firms on behalf of Agent.

A. All contracts entered into by Agent with third parties for the purpose of Agent's fulfillment of its duties to provide maintenance services shall not create any liability in Licensee and performance under such contracts shall be the sole and exclusive responsibility of Agent. Accordingly, the negotiation and execution of any such contracts shall be within the sole and exclusive discretion of Agent.

- IV. Construction Services To Be Provided. In the event that upon the date of execution of this agreement, the Stations have not been constructed in accord with the rules of the FCC, Agent agrees to construct the Stations in accord with the technical parameters appearing on the license for the Stations, or in accord with any mutual decision of the parties, following the making of all necessary application to the FCC for such modified operation of the Stations. The cost of construction of the Stations shall be borne exclusively by Agent. During the term of this agreement, Agent shall lease to Licensee all equipment necessary to construct and operate the Stations. All rents to be collected by Agent for lease of equipment to Licensee shall be deemed by the Parties to be a portion of Agent's compensation for services described herein.

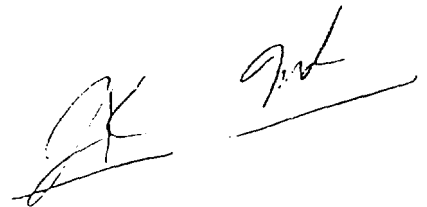
A. During the term of this agreement all equipment provided by Agent and leased by Licensee shall remain the sole and exclusive property of Agent. Nothing contained herein shall be interpreted to provide to Licensee any title, interest or control over said equipment, except such use of the equipment as is specifically described herein.

B. During the term of this agreement, the Parties shall not cause any lien or encumbrance to be placed on any equipment leased by Agent to Licensee for the construction or operation of the Stations. In the event that a party causes a lien to be placed on said equipment, that party agrees to cause such lien to be removed from said equipment within thirty (30) days notice of the existence of such lien from whatever source and in whatever manner such notice is made.

C. The term of the lease from Agent to Licensee of equipment to construct and operate the Stations shall be coterminous with this agreement.

- V. Personnel. All persons, employees, agents, and independent contractors used to cause Agent's performance hereunder shall be compensated by Agent for all purposes. Nothing contained herein shall be deemed to create any liability in Licensee for any claim or cause of action arising out of Agent's employment or use of persons for such purposes. Agent agrees to be solely liable for all such costs, including without limitation, all

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workers compensation, insurance, taxes, and other such costs arising out of the employment of workers for the performance of Agent's duties hereunder. Agent hereby indemnifies Licensee for any and all claims or causes of action arising out of Agent's employment of such persons, including all claims and causes of action arising out of injury to said persons.

VI. Compensation For Services. As compensation for Agent's services described herein, Agent shall be entitled to keep as its sole and exclusive property the first six hundred dollars (\$600) per calendar month of all gross revenues derived by operation of each of the Stations and sales of service to the public or such persons as are eligible to receive service (i.e. \$600 per Station); and, for each Station, all gross revenues received in excess of six hundred dollars (\$600) in any calendar month shall be divided equally between the parties. Agent shall pay Licensee on the first day of each calendar month during the term of this agreement for Licensee's share of the proceeds from operation of the Station during the preceding month.

A. All revenues produced by operation of the Station may be commingled with Agent's other revenue sources, provided however, that Agent shall keep such books and records sufficient to identify the source and amounts of such revenue.

B. Nothing contained herein shall be interpreted to be Agent's guarantee that revenues will be collected from subscribers and Agent shall have no liability for uncollected accounts. Accordingly, any division of revenues between the parties shall be only of monies received by Agent, including the clearance of checks and other negotiable instruments.

VII. Option To Purchase. Licensee hereby grants to Agent or its designee an exclusive, irrevocable option to purchase any Station and any associated license to operate the Station, for an amount equal to five hundred dollars (\$500) per Station. The term of this exclusive option shall be ten (10) years, commencing on the date of the parties' execution of this agreement.

A. As consideration for grant of this exclusive option, Agent shall tender to Licensee within five (5) days of the execution of this agreement by the Parties an amount equal to one hundred dollars (\$100). Agent's failure to tender such amount within thirty (30) days of the execution of this agreement shall cause this option to be void.

B. This exclusive option shall be deemed exercised upon Agent's written request to Licensee to execute an application for assignment of the license for any of the Stations to Agent or its designee, and upon payment of the purchase price, five hundred dollars (\$500) for each Station to be purchased by Agent. Following such notification and request by Agent to Licensee, the Parties shall cooperate fully with each other to cause the assignment of the license for the Station to

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Agent or its designee, including without limitation, the execution of all applications, forms, statements and other documents reasonably demanded by Agent to cause the assignment of the license for the Station from Licensee to Agent or its designee.

C. The Parties recognize that any assignment of the license for any of the Stations shall require approval of the FCC and in the event that such approval cannot be obtained, the Parties agree to continue to be bound by the remainder of the terms and conditions contained herein.

D. Upon the exercise of the exclusive option and upon obtaining FCC consent to the assignment of the license for any of the Stations, such that the FCC's decision regarding such assignment is with finality, the Parties shall deem this agreement null and void for all purposes related to any Station for which the license has been assigned or transferred to Agent from Licensee. The sale of any license to Agent or its designee from Licensee shall be deemed to be the sale to Agent of all of Licensee's interest in any associated Station and any business created by the operation of the Station.

E. During the term of this agreement, Licensee shall maintain exclusive ownership and control of the license for the Stations, free of all liens, encumbrances and security interest such that Licensee shall at all times possess clear and marketable title to said license until and unless said license(s) are assigned to Agent.

VIII. Supervision By Licensee. Licensee shall retain ultimate supervision and control of the operation of the Stations. Licensee shall have unlimited access to all transmitting facilities of the Stations, shall be able to enter the transmitting facilities and discontinue any and all transmissions which are not in compliance with the FCC Rules and shall be able to direct any control point operator employed by Agent to discontinue any and all transmissions which are not in compliance with FCC Rules. All contracts entered into with end users of the Stations' services shall be presented to the Licensee, either by the original proposed contract or by a copy thereof, before such contracts go into effect, and Licensee shall have the right to reject any such contract within five (5) days of presentation, however, such rejection shall be reasonable and based on the mutual interests of the parties. Licensee shall have the right to locate the Stations' transmitting facilities at any place of Licensee's choosing, provided, however, that after the original construction of the transmitting facilities of the Stations is completed and/or following execution of this agreement, Licensee shall give sixty (60) days notice to Agent of any future relocation of any of the Stations. Such relocation shall only occur if it is in the best interests of both Parties.

A. Except as provided specifically herein, nothing contained herein shall provide to Licensee the ability to supervise directly any personnel employed by Agent.

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[Handwritten signatures: "ZK" and "Jed"]

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- IX. Indemnification By Licensee. Licensee hereby agrees to comply with all FCC requirements for the continued licensing of the Stations. Licensee will indemnify Agent for all losses arising out of Licensee's failure to comply with FCC licensing requirements which might cause either a limitation or cessation of the revenue derived or reasonably expected by Agent. Except as provided by Article X herein, in the event that the FCC suspends or revokes Licensee's authority to operate the Stations; or impairs or diminishes the operation of the Stations due to an act of the Licensee or a failure to act by the Licensee, revenues to be derived by Licensee shall be modified proportionately to reflect the consequences of the FCC's actions.
- X. Meeting The Loading Criteria. If the FCC establishes loading criteria for continued operation and authorization of each of the Stations' channels, Agent hereby agrees to use its reasonable efforts in marketing the services provided by the Stations with the objective of assisting Licensee in complying with the FCC rules for reaching and maintaining the loading criteria necessary to prevent the FCC from taking back Licensee's authority to operate on all channels granted to the Licensee by the FCC for operation of the Stations. Both parties are aware of the risk that the FCC may recover channels from the Stations' licenses in the event that end user unit loading requirements are not met. In the event that FCC loading requirements are not met, each party hereby absolves the other of liability for the loss of channels or exclusive operation.
- XI. Service Outages. Agent agrees to use its reasonable best efforts to maintain the Stations to provide continuous service to end users. Licensee hereby agrees to hold harmless Agent for all discontinuation of service caused by mechanical or electrical failure of the Stations and Licensee shall not seek compensation from Agent for any revenues lost due to such failure, except such losses as arise out of Agent's negligence or willful actions.
- XII. Maintenance Of Records. All financial records and contracts associated with the operation of the Stations shall be maintained by Agent in accord with accepted business practices. Licensee shall have the right to inspect all records associated with the operation of the Stations and to make copies of all such records, following which, all original copies of records shall be promptly returned to Agent.
- XIII. Costs Of Operations. Agent shall be responsible for all costs associated with the operation of the Stations, including but not limited to utilities, telephone charges, site rent, provision of radio equipment and legal fees.
- XIV. Term Of Agreement. This Agreement shall become effective upon execution by the parties and shall continue for a period equal to ten (10) years from the date of execution. This Agreement will renew automatically for five (5) consecutive ten (10) year periods unless Agent gives Licensee written notice that it elects not to renew this Agreement, which notice shall be delivered at least ninety (90) days prior to the end of the original term or any renewal term.

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XVI. Breach. The Parties shall be entitled to seek any and all remedies available at law or equity to compel the performance of the other under the terms and conditions contained herein, including without limitation, such injunctive relief as may be deemed required by a party. In the event that a law suit is brought by one party to compel the performance of another or to seek damages for a party's breach of the terms contained herein, the substantially prevailing party in such suit shall be entitled to receive as additional compensation all reasonable attorney's fees and costs arising out of the bringing of such suit or the defense of same. The Parties agree, however, that no such suit shall be brought without providing to the breaching party written notification of any claimed breach and a reasonable time to cure any breach, which shall be at least thirty (30) days from receipt of such written notification.

XVII. Duty To Third Parties. The Parties agree that they shall not bind each other to any contract with third parties which might create liability in the other party for damages arising out of operation of the Stations, including but not limited to, damages caused by harmful radio interference, service outages and discontinuation of services from the Stations. Agent may, in its sole discretion, elect to market the Stations' services to third parties in Agent's name.

A. Nothing contained herein shall be interpreted to create any partnership between the Parties and neither party shall hold itself out to third parties in a manner which might create any impression in third parties that such a partnership exists. Additionally, neither party shall have any fiduciary duty to the other, except as to such matters as are expressed specifically herein.

XVIII. Successors And Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, successors, assigns and any person or entity seeking anything of value arising out of the terms of this agreement or any party's performance hereunder. Licensee may assign its interests, rights, duties and responsibilities, in whole or in part, to third parties, following receipt of Agent's written consent to such assignment.

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- XIX. Notification. For the purpose of written notification to the Parties, the following addresses shall be employed and such addresses may be changed or updated by the Parties upon written notification:

LICENSEE

Marc Sobel
15705 Superior st
North Hills Ca 91343

AGENT

James A. Kay, Jr.
P.O. Box 7890
Van Nuys, CA 91409
(818) 899-3566

- XX. Entire Agreement. This agreement is the entire agreement between the Parties with respect to the subject matter hereof, making void all previous negotiations and agreements, and may not be changed except by a written instrument signed by the party against whom enforcement of such change is sought.
- XXI. Counterparts. This Agreement may be executed in counterpart originals, in which case, the effect shall be the same as if both Parties had executed the same document.

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XXII. Choice Of Law. This Agreement shall be interpreted in accordance with and governed by the Laws of the State of California.

INTENDING TO BE BOUND, the Parties have executed this Agreement on the date first written above and by their execution warrant that they possess all necessary authority to bind the person or entity which they claim to represent.

JAMES A. KAY, JR., AGENT

By *James A. Kay, Jr.*

Its *Owner*

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MARC SOBEL, LICENSEE

By *Marc Sobel*

Its *owner*

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ADDENDUM AND AMENDMENT TO
RADIO SYSTEM MANAGEMENT AND
MARKETING AGREEMENT

By their signatures below, James A. Kay, Jr. and Marc Sobel, hereby create this addendum and amendment to the RADIO SYSTEM MANAGEMENT AND MARKETING AGREEMENT (hereinafter "the Agreement") executed by and between the parties on the 30th day of December, 1994, by including and adding within the first paragraph of the Recitals the following calling signs: WPDB603 and WPIH460 and *WPCA891*.

Upon execution, this document shall be deemed fully incorporated into the Agreement for all purposes contained therein.

INTENDING TO BE BOUND, the Parties have executed this document on the date first written above and by their execution warrant that they possess all necessary authority to bind the person or entity which they claim to represent.

JAMES A. KAY, JR., AGENT

By *James A. Kay, Jr.*

Its *Owner*

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MARC SOBEL, LICENSEE

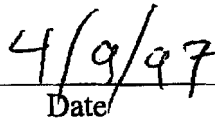
By *Marc Sobel*

Its *Owner*

Affidavit

I, William H. Kellett, an attorney in the Wireless Telecommunications Bureau, hereby state that I have read the foregoing Wireless Telecommunications Bureau's Motion to Enlarge Issues and the facts stated therein are true and correct to the best of my knowledge and belief.



William H. Kellett

Date

CERTIFICATE OF SERVICE

I, Rosalind Bailey, a secretary in the Enforcement Division, Wireless Telecommunications Bureau, certify that I have, on this 9th day of April 1997, sent by regular First Class United States mail, copies of the foregoing "Wireless Telecommunications Bureau's Motion to Enlarge Issues" to:

Barry A. Friedman, Esq.
Thompson, Hine & Flory
1920 N Street, N.W., Suite 800
Washington, D.C. 20036
(Counsel for James A. Kay, Jr.)

Rosalind Bailey